

A. G. Contract No. KR96 0943TRN
ADOT ECS File No.: JPA 96-48
Project: STP-366(33)P/H3809 01C
Section: SR-89A @ Coffee Pot, Sunset
and Dry Creek Road

95-215

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SEDONA

THIS AGREEMENT is entered into 12 August, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF SEDONA, acting by and through its
MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to an improvement project to SR-89A between Juniper Road and SR-179 contemplated by the State, the City has requested improvements including signal upgrades, widening and reconstruction at the US-89A intersections of Coffee Pot Road and Sunset Drive, at an estimated cost of \$332,500.00, all at City expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. <u>20948</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>08/12/96</u>
<u>Jane Lee Hull</u> Secretary of State
By <u>Vicky Greenwald</u>

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate City review comments as appropriate.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with the City on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to the State on the State's project.

c. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance within the State's right-of-way, except as outlined herein.

d. No more often than monthly, invoice the City for the reasonable direct actual cost of the Project, with no profit or fee, in amounts sufficient to amortize the Project, in a total amount estimated at \$332,500.00.

2. The City will:

a. Review the design documents and provide comments. Be responsible for the acquisition of any additional required right-of-way and for relocating any utilities within City right-of-way, if required.

b. Design and construct to State standards a deceleration lane for the westbound approach to the intersection of Dry Creek Road.

c. Reimburse the State within thirty (30) days after receipt of invoices, in a total amount estimated at \$332,500.00.

d. Upon completion and acceptance of the Project by the State, provide electrical energy to operate the traffic signals, provide maintenance to the Project outside the State's right-of-way, and provide maintenance to the finish of street furniture signal poles, mastarms and heads, highway luminaire equipment including fixtures, ballast and lamps, and the exterior of signal control cabinets, and replacement parts for the Opticon systems when necessary.

e. In the event of future pole knockdown, participate in the cost of "street furniture" replacement above and beyond the prevailing costs of State standard poles, mastarms, etc. The City will provide a "street furniture" replacement pole, mastarm and ancillary equipment or accept the installation of a standard State pole, mastarm and ancillary equipment.

f. Be responsible for any contractor claims for extra compensation due to delays for whatever reason on the Project, except as provided in Section II 1.b, above. Be responsible for the cost of "street furniture" over and above the cost of standard State poles, mastarms, etc.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

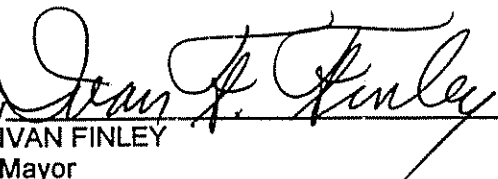

City of Sedona
City Manager
Box 30002
Sedona, AZ 86339

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF SEDONA

STATE OF ARIZONA
Department of Transportation

By  By 
IVAN FINLEY PETER L. ENO
Mayor Contract Administrator

ATTEST

By 
MARIE BROWN
City Clerk

RESOLUTION

BE IT RESOLVED on this 13th day of May 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the the City of Sedona for the purpose of defining responsibilities for the design, construction and maintenance of improvements to US-89A, Juniper - SR-179.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in dark ink, appearing to read "Dallis B. Lipton". The signature is written in a cursive, flowing style with a large initial "D".

for LARRY S. BONINE
Director

RESOLUTION NO. 96-34

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, PROVIDING FOR AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR PARTICIPATION IN THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO STATE ROAD 89A AT THE INTERSECTION OF COFFEE POT ROAD/SUNSET DRIVE INCLUDING INSTALLATION OF TRAFFIC SIGNALS; AND PROVIDING FOR AUTHORIZATION FOR THE MAYOR TO EXECUTE SAID AGREEMENT.

WHEREAS:

Improving State Route 89A at its intersection with the intersection of Coffee Pot Road/Sunset Drive and the intersection itself shall contribute to the safety and benefit of the motoring public and pedestrians; and

The cooperation of the Arizona Department of Transportation and the City of Sedona is enabling construction of the necessary improvements; and

It serves the health, safety and welfare of the residents of the City of Sedona to enter into an Intergovernmental Agreement with the Arizona Department of Transportation for its financial participation in the improvement project;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

Section 1.

Authorization is hereby granted to enter into an Intergovernmental Agreement between the State of Arizona and the City of Sedona for financial participation in the cost of the construction of improvements to State Road 89A at the intersection of Coffee Pot Road/Sunset Drive, including installation of traffic signals.

Section 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement.

PASSED AND ADOPTED by the Mayor and council of the City of Sedona, Arizona, this 9 day of July, 1996.

APPROVAL OF THE SEDONA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SEDONA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 24th day of July, 1996.

John M. Palati
City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0943-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 6th day of August, 1996.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr